

SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 13 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 12 2000

Bill Jones

Secretary of State



A0553191

FILED
In the office of the Secretary of State
of the State of California

1696389 *jun*

AGREEMENT OF MERGER
OF

SILICON SPICE INC.
AND
BROADCOM CORPORATION

OCT 06 2000 *Bill Jones*
BILL JONES, Secretary of State

This Agreement of Merger, dated as of the 5th day of October, 2000 (this "Agreement of Merger"), between Silicon Spice Inc., a California corporation (the "Company"), and Broadcom Corporation, a California corporation ("Broadcom").

RECITALS

A. The Company and Broadcom have entered into a reorganization agreement (the "Reorganization Agreement") dated as of August 3, 2000 by and among Broadcom, the Company, and with respect to Article 7 and Article 9 of the Reorganization Agreement only, James Wei as Shareholder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent, providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Agreement of Merger and the Reorganization Agreement are intended to be construed together to effectuate their purpose.

B. The Boards of Directors of the Company and Broadcom each deem it advisable and in their mutual best interests and in the best interests of their shareholders that the Company be acquired by Broadcom through a merger of the Company with and into Broadcom, with Broadcom continuing as the surviving corporation in the merger (the "Merger").

C. The Boards of Directors of each of Broadcom and the Company and the shareholders of the Company have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. The Merger. The Company shall be merged with and into Broadcom and Broadcom shall be the surviving corporation. Broadcom is sometimes referred to herein as the "Surviving Corporation."

2. Effective Time. The Merger shall become effective at such time (the "Effective Time") as this Agreement of Merger and the officers' certificates of Broadcom and the Company are filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California (the "California Code").

3. Conversion.

(a) The maximum number of shares of Class A common stock, par value \$0.0001 per share, of Broadcom ("Broadcom Common Stock") to be issued (including Broadcom Common Stock to be reserved for issuance upon exercise of any of the Company options,

Company warrants or Company stock purchase rights to be assumed by Broadcom as provided herein) in exchange for the acquisition by Broadcom of all shares of Company capital stock which are issued and outstanding immediately prior to the Effective Time and all vested and unvested Company options, Company warrants and Company stock purchase rights which are then outstanding (other than Company warrants which by their terms expire without payment, conversion, adjustment or other consideration at the Effective Time) shall not exceed four million nine hundred ninety-five thousand eight hundred thirty-nine (4,995,839). No adjustment shall be made in the number of shares of Broadcom Common Stock issued in the Merger as a result of any consideration (in any form whatsoever) received by the Company from the date hereof to the Effective Time as a result of any exercise, conversion or exchange of Company options, Company warrants or Company stock purchase rights. On the terms and subject to the conditions of this Agreement of Merger, at the Effective Time, by virtue of the Merger and without any action on the part of Broadcom, the Company or the holder of any shares of the Company capital stock or Company options, Company warrants or Company stock purchase rights, the following shall occur:

(i) Each share of Company common stock (assuming the conversion of all outstanding shares of Company preferred stock) issued and outstanding immediately prior to the Effective Time (other than any shares of Company common stock to be cancelled pursuant to this Section 3 and any Dissenting Shares (as provided in Section 5 below)) shall be converted automatically into the right to receive 0.09001064 of a share of Broadcom Common Stock (the "Exchange Ratio").

(ii) Each share of Company common stock owned by Broadcom or the Company or any subsidiary of Broadcom or the Company immediately prior to the Effective Time shall be automatically canceled and extinguished without any conversion thereof and without any further action on the part of Broadcom or the Company.

(iii) Each share of Broadcom Common Stock and each share of Class B Common Stock, par value \$0.0001 per share, of Broadcom, which is issued and outstanding immediately prior to the Effective Time shall remain outstanding as one validly issued, fully paid and nonassessable share of the same class of common stock of the Surviving Corporation, with identical rights and privileges. From and after the Effective Time, each share certificate of Broadcom theretofore evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Surviving Corporation.

(iv) All unexpired and unexercised Company options and Company stock purchase rights, then outstanding, whether vested or unvested, together with the Company stock plan, shall be assumed by Broadcom in accordance with the provisions set forth below.

(A) Each unexpired and unexercised Company option, and Company stock purchase right then outstanding, whether vested or unvested, shall be, in connection with the Merger, assumed by Broadcom, together with the Company stock plan. Each Company option and Company stock purchase right so assumed by Broadcom under the Reorganization Agreement shall, except as provided in Section 3(a)(iv)(C) of this Agreement of Merger, continue to have, and be subject to, the same terms and conditions as were applicable to such Company option or Company stock purchase right immediately prior to the Effective Time

(including any repurchase rights or vesting provisions), *provided that* (x) such Company option or Company stock purchase right, as the case may be, shall be exercisable for that number of whole shares of Broadcom Common Stock equal to the product of the number of shares of Company common stock that were issuable upon exercise of such Company option, or Company stock purchase right immediately prior to the Effective Time multiplied by the Exchange Ratio (rounded down to the nearest whole number of shares of Broadcom Common Stock) and (y) the per share exercise price for the shares of Broadcom Common Stock issuable upon exercise of such assumed Company option or Company stock purchase right, as the case may be, shall be equal to the quotient determined by dividing the exercise price per share of Company capital stock at which such Company option or Company stock purchase right was exercisable immediately prior to the Effective Time by the Exchange Ratio (rounded up to the nearest whole cent). It is the intention of the parties that the Company options assumed by Broadcom shall qualify, following the Effective Time, as incentive stock options as defined in Section 422 of the Internal Revenue Code to the same extent the Company options qualified as incentive stock options immediately prior to the Effective Time and the provisions of this Section 3(a)(iv) shall be applied consistent with this intent.

(B) Broadcom shall assume the Company's obligations, and shall be assigned the Company's repurchase rights and purchase options, under any Restricted Stock Purchase Agreements entered into pursuant to the Company stock plan and the other restricted stock purchase agreements, true and correct copies of which have been made available by the Company to Broadcom. Any and all restrictions on the Company restricted stock issued pursuant to the Company stock plan or such other agreements which do not lapse in accordance with their terms (as in effect on June 30, 2000) shall continue in full force and effect until such restrictions lapse pursuant to the terms of such agreements, and any repurchase rights or repurchase options which the Company has with respect to the Company restricted stock shall also continue in full force and effect.

(C) If any Company warrant shall remain unexpired and unexercised at the Effective Time, it shall continue to have, and be subject to, the same terms and conditions as were applicable to such Company warrant immediately prior to the Effective Time (including any repurchase rights or vesting provisions); *provided that* (x) such Company warrant shall be exercisable for that number of whole shares of Broadcom Common Stock equal to the product of (I) the number of shares of Company capital stock that were issuable upon exercise of such Company warrant (or, in the case of Company warrants exercisable for Company preferred stock, upon exercise of such Company warrant and conversion of the resulting Company preferred stock into Company common stock) immediately prior to the Effective Time multiplied by (II) the Exchange Ratio (with such product rounded down to the nearest whole number of shares of Broadcom Common Stock) and (y) the per share exercise price for the shares of Broadcom Common Stock issuable upon exercise of such Company warrant shall be equal to the quotient determined by dividing (I) the exercise price per share of Company capital stock at which such Company warrant was exercisable immediately prior to the Effective Time by (II) the Exchange Ratio (rounded up to the nearest whole cent).

4. Fractional Shares. No fraction of a share of Broadcom Common Stock will be issued in the Merger, but in lieu thereof, each holder of shares of Company capital stock who would otherwise be entitled to a fraction of a share of Broadcom Common Stock (after aggregating all

fractional shares of Broadcom Common Stock to be received by such holder) shall be entitled to receive from Broadcom an amount of cash (rounded to the nearest whole cent) equal to the product of (a) such fraction, multiplied by (b) \$243.73.

5. Dissenting Shares. Any Dissenting Shares ("Dissenting Shares" means any shares of Company capital stock held by a holder who has demanded and perfected appraisal rights for such shares in accordance with the California Code and who, as of the Effective Time, has not effectively withdrawn or lost such appraisal or dissenters' rights) shall not be converted into or represent a right to receive Broadcom Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the California Code. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into Broadcom Common Stock in accordance with Section 3.

6. Conversion of Company Capital Stock. The conversion of the Company common stock (assuming the conversion of all outstanding shares of Company preferred stock) into Broadcom Common Stock as provided by this Agreement of Merger shall occur automatically at the Effective Time without action by the holders thereof. Each holder of Company common stock (assuming the conversion of all outstanding shares of Company preferred stock) shall thereupon be entitled to receive shares of Broadcom Common Stock.

7. Effect of the Merger. At the Effective Time, the separate corporate existence of the Company shall cease, and Broadcom shall succeed, without other transfer, to all of the rights and properties of the Company and shall be subject to all the debts and liabilities thereof in the same manner as if Broadcom had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of the Company shall be limited to the property affected thereby immediately prior to the Effective Time. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Broadcom shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company and Broadcom shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

8. Plan of Reorganization. This Agreement of Merger is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

9. Articles of Incorporation, By-Laws and Directors and Officers of Surviving Corporation.

(a) At the Effective Time, the articles of incorporation of Broadcom, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided by law and such articles of incorporation and bylaws of the Surviving Corporation.

(b) The bylaws of Broadcom, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended as provided by such bylaws, the articles of incorporation and applicable law.

(c) The directors and officers of Broadcom immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation.

10. Miscellaneous.

(a) Notwithstanding the approval of this Agreement of Merger by the shareholders of the Company, this Agreement of Merger shall terminate forthwith in the event that the Reorganization Agreement shall be terminated as therein provided.

(b) In the event of the termination of this Agreement of Merger as provided above, this Agreement of Merger shall forthwith become void and there shall be no liability on the part of the Company or Broadcom or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

(c) This Agreement of Merger may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Agreement of Merger may be amended by the parties hereto any time before or after approval hereof by the shareholders of the Company, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above..

SILICON SPIGE INC.

By: 

Name: Vinod Dham

Title: President and Chief Executive Officer

By: 

Name: Robert French

Title: Secretary

BROADCOM CORPORATION

By: _____

Name: Henry T. Nicholas, III, Ph.D.

Title: President and Chief Executive Officer

By: _____

Name: David A. Dull

Title: Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

SILICON SPICE INC.

By: _____

Name: Vinod Dham

Title: President and Chief Executive Officer

By: _____

Name: Robert French

Title: Secretary

BROADCOM CORPORATION

By:  _____

Name: Henry T. Nicholas, III, Ph.D.

Title: President and Chief Executive Officer

By: _____

Name: David A. Dull

Title: Secretary

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Title: Secretary

BROADCOM CORPORATION

By: _____

Name: Henry T. Nicholas, III, Ph.D.

Title: President and Chief Executive Officer

By: 

Name: David A. Dull

Title: Secretary

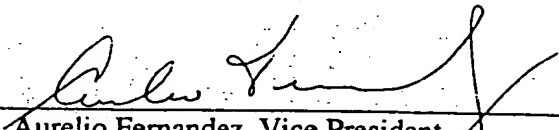
OFFICERS' CERTIFICATE
OF
BROADCOM CORPORATION

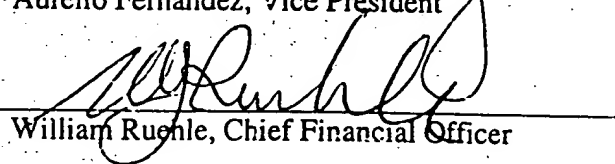
Aurelio Fernandez, Vice President of Broadcom Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), and William Ruehle, Chief Financial Officer of the Corporation, do hereby certify on behalf of the Corporation:

1. That they are the duly elected, acting and qualified Vice President and the Chief Financial Officer, respectively, of the Corporation.
2. That the Agreement of Merger in the form attached was entitled to be approved by the Board of Directors of the Corporation alone under the provisions of Section 1201 of the California General Corporation Law.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed in Irvine, California this 5 day of October, 2000.


Aurelio Fernandez, Vice President


William Ruehle, Chief Financial Officer

OFFICERS' CERTIFICATE

OF

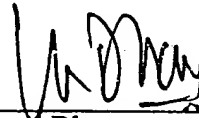
SILICON SPICE INC.

Vinod Dham, President, and Robert French, Secretary, of Silicon Spice Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify on behalf of the Corporation:

1. That they are the duly elected, acting and qualified President and the Secretary, respectively, of the Corporation.
2. There are five authorized classes of shares, consisting of 75,000,000 shares of Common Stock, 5,775,486 shares of Series A Preferred Stock, 6,547,137 shares of Series B Preferred Stock, 8,184,665 shares of Series C Preferred Stock and 11,009,174 shares of Series D Preferred Stock. There were 11,292,894 shares of Common Stock, 5,775,486 shares of Series A Preferred Stock, 6,242,027 shares of Series B Preferred Stock, 8,091,332 shares of Series C Preferred Stock and 10,943,080 shares of Series D Preferred Stock outstanding and entitled to vote on the Agreement of Merger in the form attached.
3. The Agreement of Merger in the form attached was duly approved by the board of directors of the Corporation in accordance with the Corporations Code of the State of California.
4. Approval of the Agreement of Merger by the holders of at least a majority of the outstanding shares of the Corporation's Common Stock and the Corporation's Preferred Stock, each voting separately as a class, is required by California law and in the Corporation's Articles of Incorporation. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required. Subsequent to the shareholder vote all outstanding shares of Company Preferred Stock were converted into Company Common Stock.

[The remainder of this page is intentionally left blank.]

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in Mountain View, California, on October 5, 2000.



Name: Vinod Dham

Title: President



Name: Robert French

Title: Secretary



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 1468
SACRAMENTO CA 95812-1468

TAX CLEARANCE CERTIFICATE

EXPIRATION DATE: November 15, 2000

September 6, 2000

GREGORY-HOLDEN CORPORATE SERVICES
901 H STREET SUITE400
SACRAMENTO CA 95814

ISSUED TO : SILICON SPICE INC.
ENTITY ID : 1990117

This letter certifies that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid or are secured by bond, deposit, or other security.

Please note the following:

- * A final tax return, if not already filed, is due two months and 15 days after the close of the month in which dissolution or withdrawal takes place. If the corporation was inactive prior to that date, attach a statement to the tax return giving the date it became inactive.
- * Filed tax returns remain subject to audit until the expiration of the statute of limitations.
- * If the corporation does not file the tax returns, we may issue additional assessments.

We sent a copy of this Tax Clearance Certificate to the Secretary of State. Please retain this letter for your records.

PLEASE NOTE: By the expiration date above, the corporation must file all documents required by the Secretary of State to dissolve, withdraw, or merge. If the corporation does not complete this process, it will remain subject to the filing requirements of the Bank and Corporation Tax Law.

To obtain these documents, please write to:

SECRETARY OF STATE
1500 11th St., 3rd Floor
SACRAMENTO, CA 95814-5701

You can also call them at (916) 657-5448 or access their website at www.ss.ca.gov

September 6, 2000
GREGORY-HOLDEN CORPORATE SERVICES
ENTITY ID : 1990117
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Franchise Tax Board
Telephone (800) 852-5711

By H. Hermansen
Tax Clearance Unit
Special Audit Section
Telephone (916) 845-4124



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